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Attorneys for Defendant
Experian Information Solutions, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE ALVAREZ,

Plaintiff,

v.

BANK OF AMERICA, N.A.;
TRANSUNION LLC; EXPERIAN
INFORMATION SOLUTIONS, INC.; and
EQUIFAX INFORMATION SERVICES,
LLC,

Defendants.

Case No. 2:19-cv-01681-RFB-DJA

**JOINT STIPULATED
PROTECTIVE ORDER**

Complaint filed: September 26, 2019

IT IS HEREBY STIPULATED by and between Plaintiff Jose Alvarez, Defendant TransUnion LLC ("TransUnion"), Defendant Bank of America, N.A.; ("Bank of America"), Defendant Experian Information Solutions, Inc. ("Experian"), and Defendant Equifax Information Services, LLC ("Equifax"), through their respective attorneys of record, as follows:

1 WHEREAS, documents and information have been and may be sought, produced or
2 exhibited by and among the parties to this action relating to trade secrets, confidential research,
3 development, technology or other proprietary information belonging to the defendants, and/or
4 personal income, credit and other confidential information of Plaintiff.

5 THEREFORE, an Order of this Court protecting such confidential information shall be and
6 hereby is made by this Court on the following terms:

7 1. This Order shall govern the use, handling and disclosure of all documents, testimony
8 or information produced or given in this action which are designated to be subject to this Order in
9 accordance with the terms hereof.

10 2. Any party or non-party producing or filing documents or other materials in this
11 action may designate such materials and the information contained therein subject to this Order by
12 typing or stamping on the front of the document, or on the portion(s) of the document for which
13 confidential treatment is designated, "Confidential."

14 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers
15 to be filed with the Court incorporate documents or information subject to this Order, the party
16 filing such papers shall designate such materials, or portions thereof, as "Confidential," and shall
17 file them with the clerk under seal; provided, however, that a copy of such filing having the
18 confidential information deleted therefrom may be made part of the public record. Any party filing
19 any document under seal must comply with the requirements of Civil Local Rule 10-5.

20 4. All documents, transcripts, or other materials subject to this Order, and all
21 information derived therefrom (including, but not limited to, all testimony given in a deposition,
22 declaration or otherwise, that refers, reflects or otherwise discusses any information designated
23 "Confidential" shall not be used, directly or indirectly, by any person, including Bank of America,
24 TransUnion, and Equifax, for any business, commercial or competitive purposes or for any purpose
25 whatsoever other than solely for the preparation and trial of this action in accordance with the
26 provisions of this Order.

27 5. Except with the prior written consent of the individual or entity designating a
28 document or portions of a document as "Confidential," or pursuant to prior Order after notice, any

1 document, transcript or pleading given “Confidential” treatment under this Order, and any
2 information contained in, or derived from any such materials (including but not limited to, all
3 deposition testimony that refers to, reflects or otherwise discusses any information designated
4 “Confidential” hereunder) may not be disclosed other than in accordance with this Order and may
5 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation;
6 (c) counsel for the parties, whether retained outside counsel or in-house counsel and employees of
7 counsel assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject
8 to a proffer to the Court or a stipulation of the parties that such witnesses need to know such
9 information; (e) present or former employees of the Producing Party in connection with their
10 depositions in this action (provided that no former employees shall be shown documents prepared
11 after the date of his or her departure); and (f) experts specifically retained as consultants or expert
12 witnesses in connection with this litigation.

13 6. Documents produced pursuant to this Order shall not be made available to any
14 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to
15 be bound by its terms, and signed the attached Declaration of Compliance.

16 7. All persons receiving any or all documents produced pursuant to this Order shall be
17 advised of their confidential nature. All persons to whom confidential information and/or
18 documents are disclosed are hereby enjoined from disclosing same to any person except as provided
19 herein, and are further enjoined from using same except in the preparation for and trial of the above-
20 captioned action between the named parties thereto. No person receiving or reviewing such
21 confidential documents, information or transcript shall disseminate or disclose them to any person
22 other than those described above in Paragraph 5 and for the purposes specified, and in no event
23 shall such person make any other use of such document or transcript.

24 8. Nothing in this Order shall prevent a party from using at trial any information or
25 materials designated “Confidential.”

26 9. This Order has been agreed to by the parties to facilitate discovery and the
27 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
28 of any information, document, or the like as “Confidential” nor the failure to make such

1 designation, shall constitute evidence with respect to any issue in this action.

2 10. Within sixty (60) days after the final termination of this litigation, all documents,
3 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any
4 extracts, summaries or compilations taken therefrom, but excluding any materials which in the good
5 faith judgment of counsel are work product materials, shall be returned to the Producing Party or
6 destroyed. Whether the materials designated "Confidential" are returned or destroyed, the party
7 and/or counsel in receipt of the materials must submit a written certification of compliance to the
8 Producing Party within 10 days of the Producing Party requesting a certificate of compliance.

9 11. In the event that any party to this litigation disagrees at any point in these
10 proceedings with any designation made under this Protective Order, the parties shall first try to
11 resolve such dispute in good faith on an informal basis in accordance with Civil Local Rule 16-
12 1(c). If the dispute cannot be resolved, the burden of proof resides with the party asserting
13 confidentiality to prove that it deserves such treatment. The party who marked the document as
14 confidential shall seek a protective order from the Court to maintain the Confidential designation
15 within 21 days following the Parties meet and confer. During the pendency of any challenge to the
16 designation of a document or information, the designated document or information shall continue
17 to be treated as "Confidential" subject to the provisions of this Protective Order.

18 12. Plaintiff understands that Bank of America retains his confidential financial
19 information in its business records, and further understands and consents to production of said
20 confidential financial information as necessary for purposes of this litigation. Plaintiff further
21 consents and agrees that such production of confidential financial information by Bank of America
22 will not be a violation of 15 U.S.C. § 6801. Bank of America shall designate such confidential
23 financial information as "Confidential," and such information shall fall under and be protected by
24 this Order.

25 13. Nothing herein shall affect or restrict the rights of any party with respect to its own
26 documents or to the information obtained or developed independently of documents, transcripts
27 and materials afforded confidential treatment pursuant to this Order.
28

14. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to the use in evidence of any of the material covered by this Order.

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1 15. The Court retains the right to allow disclosure of any subject covered by this
2 stipulation or to modify this stipulation at any time in the interest of justice.

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4 Dated: January 8, 2020

5 /s/ Andrew J. Sharples

6 Jennifer L. Braster (NBN 9982)
7 Andrew J. Sharples (NBN 12866)
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9 1050 Indigo Drive, Suite 200
10 Las Vegas, NV 89145

11 Katherine A. Neben (NBN 14590)
12 JONES DAY
13 3161 Michelson Drive, Suite 800
14 Irvine, CA 92612
15 Attorneys for Defendant
16 Experian Information Solutions, Inc.

17
18 Dated: January 8, 2020

19 /s/ Rex Garner

20 Darren T. Brenner (NBN 8386)
21 Rex Garner (NBN 9401)
22 AKERMAN LLP
23 1635 Village Center Circle, Suite 200
24 Las Vegas, NV 89134
25 Attorneys for Defendant
26 Bank of America, N.A.

27 Dated: January 8, 2020

28 /s/ Bradley T. Austin

 Bradley T. Austin (NBN 13064)
 SNELL & WILMER LLP
 3883 Howard Hughes Pkwy., Ste. 1100
 Las Vegas, NV 89169
 Attorneys for Defendant
 Equifax Information Services, LLC

IT IS SO ORDERED.

 Dated: January 9, 2020

 Dated: January 8, 2020

/s/ Jennifer R. Bergh

 Jennifer R. Bergh (NBN 14480)
 QUILLING SELANDER LOWNDS
 WINSLETT & MOSER
 6900 N. Dallas Parkway, Suite 800
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 Trevor Waite (NBN 13779)
 ALVERSON TAYLOR & SANDERS
 6605 Grand Montecito Parkway, Suite 200
 Las Vegas, NV 89149
 Attorneys for Defendant
 TransUnion, LLC

 Dated: January 8, 2020

/s/ Cam-Tu Dang

 Cam-Tu Dang (NBN 13093)
 PETERS AND ASSOCIATES, LLP
 6173 S. Rainbow Blvd.
 Las Vegas, NV 89118
 Attorneys for Plaintiff
 Jose Alvarez


UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

DECLARATION OF COMPLIANCE

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4 I have received a copy of the Stipulated Protective Order entered in this action on _____, 20____.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this ____ day of _____, 20__ at _____.

QUALIFIED PERSON